USOE Computer Services Software
Use and Service Agreement

Date: _____

The Utah State Board of Education (Board) and the _____
local education agency (LEA) agree to the following for the use and support of the Board's
_____ application/software (e.g. SIS, Fiscal)

1. Definitions.

> 1.1 "LEA" means the Utah Local Education Agency and any entity that orders the USOE application and has control rights and obligations for the USOE application.
>
> 1.2 "LEA Data" means all data provided by the LEA for use in the USOE application. The LEA owned data that populates and becomes the content for the application's database.
>
> 1.3 "USOE" means Utah State Office of Education, the administrative office of the Utah State Board of Education. USOE acts under the legal authority and direction of the Board. All references in this agreement to the USOE include the Board which has the sole authority to enter into this agreement.
>
> 1.4 "Board Application" means software and services or a collection of related software services provided by the Board.
>
>> 1.3.1 SIS 2000+ Application (Student Information System)
>> http://www.schools.utah.gov/computerservices/SIS2000+/SIS2000+.htm
>>
>> 1.3.2 FIS or Fiscal Application (Fiscal Information System)
>> http://www.schools.utah.gov/computerservices/Fiscal/Fiscal.htm
>
> 1.5 "Hosting Services" means any networking devices, application and database servers and system software necessary to operate and support the application for the LEA by the Board.
>
> 1.6 "Third Party Hosting Service" means any company or other organization providing networking devices, application and database servers and system software necessary to operate and support the application for the LEA and has been approved by USOE.

2. Board Application Ownership Rights. The Board owns or has licensed all application software it provides to LEAs.

> 2.1 Board Applications are to be used for educational purposes in Utah only.
>
> 2.2 Board Applications may not be duplicated in any way by any individuals or LEAs except for the limited purpose of installation on LEA computers.
>
> 2.3 LEAs may not sublicense, rent, lease, copy or transfer Board Applications or any portions of those applications, related materials or intellectual property thereof to any other party.
>
> 2.4 All Board Applications at all times are to be used at the discretion of the Board. All application software must be returned to Board upon request.

2.5 No LEA, may decompile, disassemble, reverse engineer, copy, transfer, or otherwise use any Board Application or portion thereof for any purpose except as stated in this Agreement.

2.6 All Board Applications and the accompanying materials are provided with restrictive rights. Use, duplication or disclosure in part or in whole to any party other than to authorized LEAs is strictly prohibited.

2.7 All LEAs, if installing Board Applications locally or if they have a Third Party Hosting Service hosting the application for them, must abide by prescribed security guidelines furnished by Board. See Appendix A.

2.8 All LEAs and/or Third Party Hosting Services must follow FERPA rules for protecting data. This includes shredding confidential documents when no longer needed, ensure confidential data/documents are distributed to authorized persons only, etc. All LEAs and/or Third Party Hosting Services must make sure all employees with access to such data/documents follow these same rules. Security must be implemented for accessing the data contained within the SQL database and keeping the data contained within the database confidential.

3. Scope of Support Services. The USOE will provide LEAs with the following specific services:

3.1 Hosting Services. If the LEA chooses, the USOE can host the Board Application for the LEA. The USOE will protect and backup data for LEA on a daily basis. However, Board is not responsible for the content of the LEA Data. All charter school LEAs are required to use Hosting Services of the USOE or a USOE approved Third Party Hosting Service. All other LEAs with enrollments less than 2000 should use Hosting Services, although any other LEA may also choose to use Hosting Services.

3.2 Hosting Services Set-Up and Updating. USOE or Third Party Hosting Service will configure the application for the LEA, but the LEA will be responsible for entering the LEA's Data into the server's database to create a fully functional application. After the Board application is configured and loaded with the LEA's data, and is fully operational, the LEA will be responsible for all management of the application's content.

3.3 Hosting and Access. USOE will provide the LEA a connection to the Board application via the Internet, including all necessary telecommunications equipment at the USOE on a 24-hour-a-day, 7-day-a-week basis, with the exception of scheduled maintenance downtime. USOE will make its best effort to satisfy this schedule and prevent downtime, but not be liable for any interruption beyond its control caused by, including but not limited to acts of nature, third-party equipment or transmission failures, or security breaches.

3.4 Maintenance Services. The USOE will perform maintenance services as the USOE determines necessary to maintain the continuous operation of the Board Hosting Services. The LEA agrees to periodically scheduled maintenance downtime periods. USOE will provide prior notice of the maintenance downtime, except when circumstances beyond its control limit its ability to do so.

3.5 Local Hardware, Equipment and Software. LEAs are responsible for and must provide all telephone, computer hardware, software, other equipment and services necessary to access Board Hosting Services. It is the responsibility of the LEA to make sure these local resources are compatible with the requirements of the specific Board Application being hosted.

4. Payment Terms. LEAs agree to the following payment terms in consideration for the services provided:

4.1 Set-Up, Training and Ongoing Support Fees. LEAs that are neither public K12 districts nor charter schools will pay USOE for services including but not limited to setup, training, and ongoing consulting/support at a rate of $45 per hour.

4.2 Hosting Fees. LEAs will pay a monthly Service Fee for any hosting USOE provides under this Agreement. Under a schedule provided by the USOE Hosting Services will be assessed at a rate of $.20 per student per month per application.

4.3 Start-up and Cancellation. LEAs will not be billed for the first month of service whether it is a full or partial month. In the event the LEA cancels hosting service, the LEA will be charged in full for the entire month in which the LEA canceled LEA's service.

5. Representations and Warranties. Board and LEA obligations under this Agreement are conditioned upon the following representations and warranties:

5.1 Compliance with Law. The LEA represents and warrants that it will comply with all applicable state and federal laws in the LEA's performance of this Agreement and in the use and operation of the Board Application, including all laws governing technology, software.

5.2 Authority to Contract. The LEA represents and warrants that it has full authority and right to enter into this Agreement and that there are no conflicting claims relating to the rights granted by this Agreement.

5.3 Non-Infringement. The LEA represents and warrants that LEA's performance of this Agreement shall not infringe the intellectual property or other proprietary rights of the Board or any third party.

5.4 USOE Performance. The USOE represents and warrants that its services shall be performed in a professional and workmanlike manner, and the computer servers will be operated in accordance with USOE's obligations as defined by this Agreement.

5.5 Disclaimer of Warranties. There are no warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the Board Application, software or service and any accompanying materials. In no event will the Board be liable to the LEA for damages whether incidental or consequential, arising out of the LEA's use or inability to use the application, software or service pursuant to the terms of this Agreement.

5.6 The LEA expressly agrees that use of any Board Application is at LEA's own risk. Neither the Board, nor its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that its applications or services will not be interrupted or error free; nor does the Board make any warranty as to the results that may be obtained from the use of its applications or as to the accuracy, reliability or content of any information serviced, contained in or provided through its applications or services, unless otherwise expressly stated in this Agreement.

5.7 Under no circumstances, including negligence, will the Board, its agents or anyone else involved in creating, producing or distributing its applications or services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use its applications or services. The Board will further not be liable for results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to its records,

programs or services. The LEA acknowledges that this paragraph shall apply to all content in Board applications.

5.8 LEA's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) will not (a) exceed the actual dollar amount which the LEA paid during the 12-month period prior to the date the cause of action arose, or (b) include any incidental, consequential, extemporary or punitive damages of any kind, including without limitation, loss of data, profit, good will, time savings or revenue.

6. Term and Termination. The following describes the effective date, duration and methods of termination:

6.1 Effective Date. The Effective Date of this Agreement is the last date appearing below.

6.2 Duration. This Agreement will commence on the Effective Date and continue on a month-to-month basis.

6.3 Termination for Convenience. Subject to Section 4.3, the LEA may terminate this Agreement at any time for LEA's convenience by providing Board with fifteen days advance written notice. Termination will be effective on the first Monday following the receipt by the Board of the written termination.

6.4 Breach or Default. Any of the following constitute a breach or default of this Agreement:

6.4.1. LEA's failure to pay any current month's Fee by the payment date designated by the USOE.

6.4.2. LEA's violation of Sections 5.1, 5.2 or 5.3.

6.4.3. Activities Subject to Revocation of Privileges. If any Board application is used for illegal, abusive or unethical activity all privileges for use of that application will be immediately revoked. The LEA agrees to indemnify and hold Board harmless from any claim resulting from LEA's use of the application in an illegal, abusive or unethical manner.

LOCAL EDUCATION AGENCY

On the _____ day of _____ in the year_____ ____the Utah State Board of Education (Board) and the

_____ local education agency (LEA) agree to the above for the

use and support of the _____ application/software (e.g. SIS, Fiscal).

BY:_____TITLE: _____

SIGNATURE _____

UTAH STATE BOARD OF EDUCATION COMPUTER SERVICES
Acknowledgment of Receipt and Execution of the Agreement

Agreed to the above on the _____ day of _____ in the year____

BY:_____TITLE: _____

SIGNATURE _____

INSTRUCTIONS

After the LEA has reviewed the USOE Software Use and Service Agreement, please print, sign, date, and fax, e-mail or mail this Acknowledgment of Receipt and Execution of the Agreement along with the Agreement to the Utah State Office of Education Computer Services as indicated below.

Utah State Office of Education Computer Services
P.O. Box 144200
250 E. 500 S.
Salt Lake City, UT
84114-4200

Phone: 801.538.7614
Fax: 801.538.7938

Email: Derek.Howard@schools.utah.gov

Appendix A – Prescribed Security Guidelines

Keep Server Software Current

- Make sure to keep your SQL Server and windows installation up to date with the latest security patches and service packs.
- Install the latest version of MDAC.
- Get information about the latest security updates by subscribing to the Microsoft Security Bulletin. http://www.microsoft.com/security/

Limit Physical Access to Servers

- Server access should be restricted to administrators and other authorized personnel.
- Servers should be in a physically protected location, ideally a locked machine room.
- Always lock the server while not in use.

Install Anti-Virus Software

- Install anti-virus software on the SQL Server computer, but exclude your database folders from regular scans.
- Keep your anti-virus signature files up to date.

Protect Your Servers with a Firewall

- Servers should be secured from the internet with a firewall.
- Access should be opened for the USOE IP range for assistance in troubleshooting and configuration.
- Access should be opened for the web server and users of the FoxPro application.
- SQL Server listens on TCP Port 1433 and UDP Port 1434

Isolation of Services

- Never install SQL Server on a domain controller.
- Install SQL Server on a separate server from your web-server.
- Run the SQL Server service as a non administrator account.
    - Run the service as the local SYSTEM account.
                OR
    - Run the service as an unprivileged domain user.
    - Administrators generally tend to run SQL Server service using a domain administrator account. That is asking for trouble. A malicious SQL Server user could take advantage of these domain admin privileges. Most of the times, a local administrator account would be more than enough for SQL Server service.

Password Security

- Password Complexity Requirements
    - Passwords must be at least 8 characters long.
    - Passwords must contain at least 1 upper case letter, 1 lower case letter, and 1 number.
    - Using a proper name or word with a number at the end is one of the biggest sources of false security. Those can be hacked almost as easily as a dictionary hack. There are only a few thousand more passwords per word to try. Using a password like Murray05 would not be a secure password, even though it meets the above minimum requirements.
    - If you need a good password, the easiest thing to do is to hit random keys on your keyboard and see what comes out. Svku945jk is what I got.
- Passwords must be complex to prevent dictionary and brute force attacks.

- o The SQL Server "SA" password MUST be changed if it doesn't meet the password complexity requirements.
  - o Any additional accounts that are created, such as the one for web and FoxPro applications, should meet the password complexity requirements.
- Rename the local system administrator account
  - o Typically, hackers will attempt to compromise the local system administrator account. The easiest way to avoid this is to rename the administrator account to something else.
- Disable the local system guest account.
- Be prompt in dropping the SQL Server logins of employees leaving the organization, especially, in the case of a layoff or firing.
- Write your SA password down somewhere secure (not on a sticky note on the monitor!). If you lose this password, it is very difficult to get your server back in working condition.
- A solution for storing your passwords would be to place them on a removable storage device, such as a thumb drive, and locking them in a safe in your server room. This way they can't be accessed from the network, but they can be easily obtained in case of an emergency.
- Let USOE know the "SA" password either by contacting our database analyst or by letting your specialist know (See Appendix B -- Contact Information). Email is probably *not* the most secure means of transporting this information. A quick phone call would be best.

Secure Transmission

- SSL must be enabled for your Web-Server. Instructions on how to install SSL on your web server can be found at http://ptracker.usoe-dcs.org:8080/bt/kb/FileDB/PT5_KB_FILE/KB_ID/215/KB_CONTENT/SSL+Guidelines.pdf

- SSL must be enabled for your SQL Server. By default, SQL Server passwords are sent in plain text. Passwords can easily be collected using a packet sniffer if communications between the client and server are not encrypted. Instructions for setting up SSL on your SQL Server can be found at http://ptracker.usoe-dcs.org:8080/bt/kb/FileDB/PT5_KB_FILE/KB_ID/244/KB_CONTENT/Instructions+for+Installating+SSL+on+SQL.pdf

- All connections from USOE will require an SSL connection; otherwise the connection will not be made.

Please note that following the addition of SSL to your SQL server, you may be unable to connect to it from your web server (temporarily). If that happens, please follow these instructions:

After installing an SSL Certificate on SQL Server, a 'Database Connectivity Error' is generated when attempting to access any SIS2000+ Web Application if the MDAC in the ODBC is not the most recent one. This also occurs on any client machine (Windows 98 or 2000) accessing SIS2000+ FoxPro Applications which do not have the most recent MDAC in the ODBC installed.

This only occurs when installing an SSL Certificate on SQL Server. This does not occur when installing SSL on Web Servers.

The resolution to this error is to install the most recent MDAC on your affected SIS2000+ Web Server and any affected Windows 98 or 2000 client machines using ODBC to connect to SIS2000+ FoxPro applications. We have found that most Windows 98 and 2000 machines have already been updated to the most recent MDAC and hopefully updating client machines will be minimal.

Let our database analyst know (See Appendix B – Contact Information) if you have any difficulties related to the SQL side of things (configuring the user, etc). If you have a question of how to set up the web or fox apps after the database requirements have been met, please contact your specialist.

Appendix B – Contact Information

Database Analyst
Joshua Lowry
Utah State Office of Education
joshua.lowry@schools.utah.gov
(801) 538-7592
Specialists
Valerie Davis
Don Eardley
Carol Hochstadt
Clint Thompsen
Network Analysts
Sharon Paro

Appendix C – Instructions

Application Login. A new SQL Login needs to be created which will be the login that ODBC, FoxPro apps and the Web apps will use to login. This user will be a System Administrator user, so they will have all the rights of SA, however hackers tend to look for SA as the username when trying to sniff for passwords. This can be accomplished simply by opening Enterprise Manager and, while logged in as SA, expanding the Security drilldown under the server's name. Right click and choose New Login. Enter the username (can be something like sisuser). Choose "SQL Server Authentication" and enter your new SECURE password for this user. Choose your current SIS database as the default database. On the "Server Roles" tab, check "System Administrators". Hit OK and it will confirm your password. That is all that is necessary on the SQL side. There are a few things that will need to be done to make the Web and Fox apps use the new username and password.

You will need to change the global.asa file on your web server. The following lines will need to be changed:

```
Application("sqlserver") = "test"            'ODBC PARAMS-DSN,UID,PASSWORD
Application("app_DSN") = "test"              'ODBC DSN
Application("app_user") = "test"            'ODBC UID
Application("app_password") = "test"        'ODBC PASSWORD
Application("app_Server") = "xx.xx.xx.xx"       'DATABASE SERVER IP ADDRESS
Application("app_Database") = "test"        'DATABASE NAME
```

All client ODBC connections will need to be changed to reflect the new user and password for the FoxPro application. Within the FoxPro application structure there is a DBC folder that contain files with the ODBC connection information embedded it them. They are sncsview.dbc and uview.dbc. They will have to be edited to use your new SQL user name and passwords. You will need to get a FoxPro program and instructions from your USOE Computer Services specialist.

If there are any questions, please contact your USOE specialist.